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REMARKS

Reconsideration of the above referenced application in view of the enclosed amendments and remarks is requested. Claims 1, 7, and 10 have been amended. Claims 3 and 8 have been cancelled. Claims 1-2, 4-7, and 9-19 remain in the application.

Claims 1-19 are rejected under 35 USC 112, first paragraph, as being failing to comply with the written description requirement. Specifically, the Examiner objects to the limitation "without relying on a trusted third party to provide a common rooted key hierarchy." In response, this limitation is removed from claims 1, 7, and 10. Therefore, this rejection must be withdrawn.

The provisional double patenting rejection is noted. The Applicants traverse and dispute the contention that double patenting exists between applications 09/784,879 and the present application. The two applications disclose two different inventions. The application 09/784,879 is a method of managing the lifecycle of an electronic contract (including the steps of negotiating, creating, signing, registering, modifying, distributing, and performing). The present invention is an electronic contract and a method of using the electronic contract to enforce authorization to use shared processes between at least two parties. Although it is admitted that the inventions are related, they do not have overlapping claim scope, and one is not obvious in light of the other. If the Examiner would carefully examine the pending claims of each application, it would be apparent to the Examiner that common subject matter is not being claimed between the two applications. Therefore, no double patenting exists, and this rejection must be withdrawn.

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ARGUMENT

Claims 1-19 are rejected under 35 USC 103(a) as being unpatentable over Ludwig (US Patent Application Publication 2001/0021928) in view of Crawford, et al. (US Patent 6,502,113)(hereinafter Crawford).

The Applicants wish to note that the rejection of these claims appear to be a verbatim copy of the rejection of the claims in co-pending application serial number 09/784,879. However, the limitations of claims 1-19 of the present application define a different invention than that disclosed in application 09/784,879. The present invention is an electronic contract and a method of using the electronic contract to enforce authorization to use shared processes between at least two parties. The invention of application 09/784,879 is a method of managing the lifecycle of an electronic contract (including the steps of negotiating, creating, signing, registering, modifying, distributing, and performing). These are two different inventions with two very different sets of claims. It is improper for the Examiner to copy the rejection from one application to another when the inventions are different and the claims have markedly different limitations. An explanation is respectfully requested.

Further, the present rejection of the claims does actually not discuss the claim limitations. For example, nowhere does the present rejection show where the cited art identifies the limitations of claims 1 and 7: a sender of a message requesting an action as part of the shared process, determining the party of the sender, associating the sender's party with a business relationship between the sender's party and the receiver's party as defined by an electronic contract, the electronic contract binding public keys for each of the parties with sub-processes of the shared process to assert a relationship of trust between the parties, identifying terms and conditions of the electronic contract corresponding to the shared process, and verifying that the requested action corresponds to the terms and conditions and is allowable for the shared process by the sender. Instead, the Office action references limitations from claims in a different application. Where are these claim elements taught or suggested in Ludwig and Crawford? What is the motivation to combine the references?

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In addition, the Office action does not address the limitations of claim 10: an electronic contract associating at least two parties with a shared process having a first section to specify at least one party, other than the at least two parties, that represents a name space corresponding to a domain of cryptographic keys, a second section to associate the at least two parties liable under the electronic contract with a public key of a cryptographic key pair from the domain for each of the at least two parties, a third section to provide at least one of mapping of role names and sub-processes of the shared process, the electronic contract binding the public key of each party with the sub-processes, and a fourth section to allow each of the at least two parties to digitally sign at least a portion of the electronic contract with a private key of the cryptographic key pair for each of the at least two parties. Where are these limitations taught or suggested in Ludwig and Crawford? What is the motivation to combine the teachings of these references?

The Office action dated April 6, 2005 is wholly deficient in addressing the specific claim limitations. It is incumbent upon the Patent Office to provide a rejection of the claims with reference to the actual claim limitations present in the application. That has not been done here. Without more, it is clear that the claims are allowable as presented with respect to the cited art of Ludwig and Crawford, because nowhere does Ludwig and Crawford teach or disclose the limitations of any of claims 1-19. Accordingly, the claims, taken as a whole, are not taught or suggested by the cited art.

Nonetheless, in the interest of a compact prosecution, claims 1, 7, and 10 have been amended to more particularly recite the present invention. Claims 1, 7, and 10 now recite the limitation that the electronic contract binds public keys for each of the parties with sub-processes of the shared process. Claims 3 and 8 have been cancelled. Claims 1, 7, and 10, as amended, are not taught or suggested by the combination of Ludwig and Crawford. Therefore they are allowable, as well as all claims dependent therefrom.

Additionally, it is to be noted that none of the limitations of the dependent claims have been addressed in the Office action. The Applicants contend that none of the limitations of these claims are taught or suggested by the cited art.

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CONCLUSION

In view of the foregoing, Claims 1-2, 4-7, and 9-19 are all in condition for allowance. If the Examiner has any questions, the Examiner is invited to contact the undersigned at (503) 264-8074. Early issuance of Notice of Allowance is respectfully requested.

Respectfully submitted,

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s/Steven P. Skabrat/
Senior Attorney
Intel Corporation
Registration No. 36,279
(503) 264-8074

c/o Blakely, Sokoloff, Taylor &
Zafman, LLP
12400 Wilshire Blvd.
Seventh Floor
Los Angeles, CA 90025-1026

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